

# **EXHIBIT A**

# **EXHIBIT A**



**Service of Process  
Transmittal**

07/03/2013

CT Log Number 523046456

**TO:** Michael Johnson, Legal Assistant  
The Hartford  
690 Asylum Avenue, Ho-1-09  
Hartford, CT 06105-3845

**RE:** Process Served in Arizona

**FOR:** Hartford Casualty Insurance Company (Domestic State: IN)

CP0010069245

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** White Mountain Communities Hospital, Inc., etc., Pltf. vs. Hartford Casualty Insurance Company, etc., et al., Dfts.

**DOCUMENT(S) SERVED:** Summons, Complaint

**COURT/AGENCY:** Apache County - Superior Court, AZ  
Case # CV2013117

**NATURE OF ACTION:** Insurance Litigation - Policy benefits claimed for property damage resulting from fire on 05/29/2013 have been denied

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Phoenix, AZ

**DATE AND HOUR OF SERVICE:** By Certified Mail on 07/03/2013 postmarked: "Illegible"

**JURISDICTION SERVED:** Arizona

**APPEARANCE OR ANSWER DUE:** Within 30 days after service, exclusive of the date of service

**ATTORNEY(S) / SENDER(S):** Kimberly A. Kent  
Kent & Bechtel, P.L.L.C.  
3101 N. Central Avenue  
Suite 1150  
Phoenix, AZ 85012  
602 264 5600

**ACTION ITEMS:** CT has retained the current log, Retain Date: 07/03/2013, Expected Purge Date: 07/08/2013  
Image SOP  
Email Notification, Michael Johnson MICHAEL.JOHNSON@THEHARTFORD.COM  
Email Notification, Massimo Fraschilla Massimo.Fraschilla@thehartford.com

**SIGNED:** C T Corporation System  
**PER:** Issis Gonzalez  
**ADDRESS:** 2390 E. Camelback Road  
Phoenix, AZ 85016  
**TELEPHONE:** 602-381-9104

**LAW DEPARTMENT**

JUL 05 '13

**RECEIVED**

Page 1 of 1 / DT

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

FILED  
DOCKETED BY: ✓

2013 JUN -4 PM 3:18

SUE HALL, CLERK  
APACHE COUNTY SUPERIOR COURT

1 Kimberly A. Kent, #014504  
2 David J Klink, #029107  
3 KENT LAW GROUP PLLC  
4 341 E. Camelback Road, Ste. 100  
5 Phoenix, Arizona 85012  
6 (602) 264-5600  
7 klg@klgaz.com  
8 Attorneys for Plaintiff

9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

10 IN AND FOR THE COUNTY OF APACHE

11 WHITE MOUNTAIN COMMUNITIES  
12 HOSPITAL, INC., d/b/a WHITE  
13 MOUNTAIN REGIONAL MEDICAL  
14 CENTER, an Arizona Corporation,

15 Plaintiff,

16 v.

17 HARTFORD CASUALTY INSURANCE  
18 COMPANY, a foreign insurance company;  
19 JOHN and JANE DOES I-X; BLACK &  
20 WHITE PARTNERSHIPS I-X; and ABC  
21 CORPORATIONS I-X;

22 Defendants.

CASE NO. **CV 2013 - 117**

**DEMAND FOR JURY TRIAL**

23 Plaintiff, White Mountain Communities Hospital, Inc., d/b/a White Mountain  
24 Regional Medical Center (hereinafter "WMRMC"), by and through counsel  
25 undersigned, hereby demands a trial by jury in the above-captioned matter, of all issues  
26 so triable, all in accordance with Rule 38(b), Arizona Rules of Civil Procedure.

Dated this 4 day of June, 2013.

KENT LAW GROUP PLLC  
341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012

KENT LAW GROUP PLLC  
341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012

KENT LAW GROUP PLLC

By David J. Klink  
Kimberly A. Kent  
David J. Klink  
341 E. Camelback Road, Suite 100  
Phoenix, Arizona 85012  
Attorneys for Plaintiff

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9 WHITE MOUNTAIN COMMUNITIES  
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11 Plaintiff,

12 v.

13 HARTFORD CASUALTY INSURANCE  
14 COMPANY, a foreign insurance company;  
JOHN and JANE DOES I-X; BLACK &  
15 WHITE PARTNERSHIPS I-X; and ABC  
16 CORPORATIONS I-X;

17 Defendants.

CASE NO. **CV 2013 - 117**

**CERTIFICATE RE  
COMPULSORY ARBITRATION**

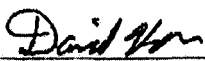
18  
19 Plaintiff, White Mountain Communities Hospital, Inc., d/b/a White Mountain  
20 Regional Medical Center (hereinafter "WMRMC"), by and through counsel  
21 undersigned, hereby certifies that this case is not subject to the Arizona Rules of Civil  
22 Procedure for Arbitration.

23  
24 Dated this 4 day of June, 2013.  
25  
26

KENT LAW GROUP PLLC  
341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012

**KENT LAW GROUP PLLC**  
341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012

KENT LAW GROUP PLLC

By   
Kimberly A. Kent  
David J. Klink  
341 E. Camelback Road, Suite 100  
Phoenix, Arizona 85012  
Attorneys for Plaintiff

**KENT LAW GROUP PLLC**  
341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012

Kimberly A. Kent, #014504  
David J Klink, #029107  
KENT LAW GROUP PLLC  
341 E. Camelback Road, Ste. 100  
Phoenix, Arizona 85012  
(602) 264-5600  
[klg@klgaz.com](mailto:klg@klgaz.com)  
Attorneys for Plaintiff

STATE OF ARIZONA  
DEPT. OF INSURANCE

JUN 27 2013

TIME US mail  
SERVICE OF PROCESS

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF APACHE

WHITE MOUNTAIN COMMUNITIES  
HOSPITAL, INC., d/b/a WHITE  
MOUNTAIN REGIONAL MEDICAL  
CENTER, an Arizona Corporation,

CASE NO. **CV 2013 - 117**

Plaintiff,

**SUMMONS**

v.

HARTFORD CASUALTY INSURANCE  
COMPANY, a foreign insurance company;  
JOHN and JANE DOES I-X; BLACK &  
WHITE PARTNERSHIPS I-X; and ABC  
CORPORATIONS I-X;

Defendants.

**FROM THE STATE OF ARIZONA TO THE DEFENDANT:**

Hartford Casualty Insurance Company  
c/o Arizona Director of Insurance  
2910 North 44<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Phoenix, AZ 85018

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona – whether by direct service, by registered or certified mail, or by publication – you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear,

1 answer or plead until expiration of 40 days after date of such service upon the Director.  
 2 Service by registered or certified mail without the State of Arizona is complete 30 days after  
 3 the date of filing the receipt and affidavit of service with the Court. Service by publication is  
 4 complete 30 days after the date of first publication. Direct service is complete when made.  
 5 Service upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the  
 6 Affidavit of Compliance and return receipt or Officer's Return. RCP 4; ARS §§ 20-222, 28-  
 7 502, 28-503.

8 YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend  
 9 within the time applicable, judgment by default may be rendered against you for the relief  
 10 demanded in the Complaint.

11 YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer  
 12 or proper response in writing with the Clerk of this Court, accompanied by the necessary filing  
 13 fee, within the time required, and you are required to serve a copy of any Answer or response  
 14 upon the Plaintiffs' attorney. RCP 10(d); ARS §12-311; RCP 5.

15 The name and address of plaintiffs' attorney is:

16 Kimberly A. Kent  
 17 KENT LAW GROUP, PLLC  
 18 341 E Camelback, Suite 100  
 19 Phoenix, Arizona 85012

20 SIGNED AND SEALED this date: 6.4.13

21 SUE HALL, CLERK

22 By Deana Maffia

23 Deputy Clerk

KENT LAW GROUP PLLC  
 341 E. Camelback Rd., Ste. 100  
 Phoenix, Arizona 85012



FILED  
DOCKETED BY: \_\_\_\_\_  
2013 JUN -4 PM 3: 20  
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APACHE COUNTY SUPERIOR COURT

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18 COMPANY, a foreign insurance company;  
19 JOHN and JANE DOES I-X; BLACK &  
20 WHITE PARTNERSHIPS I-X; and ABC  
21 CORPORATIONS I-X;

22 Defendants.

CASE NO. CV 2013 - 117

PLAINTIFF'S COMPLAINT

23 Plaintiff, White Mountain Communities Hospital, Inc. d/b/a White Mountain  
24 Regional Medical Center an Arizona Corporation, by and through counsel undersigned,  
25 for its claims against Defendant, allege and assert as follows:

26 1. Plaintiff is an Arizona corporation doing business as White Mountain  
Regional Medical Center with principal place of business within the geographical  
boundaries of Apache County Arizona.

KENT LAW GROUP PLLC  
341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012

**KENT LAW GROUP PLLC**  
341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012

1           2.     At all relevant times to this pleading, Defendant, Hartford Casualty  
2 Insurance Company was incorporated as a foreign insurance company doing business  
3 in the State of Arizona and holding itself out to the public as an insurance company.

4           3.     Does I-X, Black & White Partnerships 1-X and ABC Corporations I-X are  
5 persons, agents, servants, employees, corporations, business entities or partnerships  
6 whose true names are not known to Plaintiff at the present time. Plaintiff alleges upon  
7 information and belief that Does I-X are citizens and residents of the State of Arizona,  
8 that Black & White Partnerships I-X are believed to do business within the State of  
9 Arizona and that ABC Corporations I-X are believed to do business within the State of  
10 Arizona.

11           4.     Each of these Defendants were responsible, in whole or in part, for the  
12 injuries to Plaintiff and their true names will be ascertained through the course of  
13 discovery and Plaintiff will seek leave to amend when such true names are known.  
14

15           5.     Alternatively, Black & White Partnerships and ABC Corporations  
16 employed one or more of said Defendants who were acting within the course of their  
17 employment at all times material hereto. When the true names of such persons,  
18 servants, employees, corporations or business entities are known to Plaintiff it will ask  
19 leave of the Court to amend the Complaint to reflect such true names, together with  
20 appropriate charging allegations.  
21

22           6.     All Defendants identified as business organizations in this pleading were  
23 at all relevant times acting through their officers, employees, agents, and contractors  
24 who were acting within the course and scope of their employment and authority such  
25  
26

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 Phoenix, Arizona 85012

1 that these business organizations are bound by and vicariously liable for the conduct of  
 2 their officers, employees, agents and contractors.

3 7. At all times relevant to this cause of action, Defendants John and Jane  
 4 Does 1-10 were persons which may have caused the events complained of to occur  
 5 within the State of Arizona.

6 8. All events complained of occurred in Apache County, Arizona. The  
 7 amount in controversy exceeds the minimum jurisdictional amount for Apache County  
 8 Superior Court jurisdiction.  
 9

10 9. This Court has subject-matter jurisdiction over this matter and personal as  
 11 Defendant has developed minimum contacts within Arizona sufficient to require them  
 12 to defend this suit in the State of Arizona.

13 10. Venue for this action is proper in Apache County, Arizona because  
 14 Plaintiff is a resident of Apache County and Defendant entered into a written contract  
 15 with Defendant to insure Plaintiff.  
 16

17 **General Allegations for all Claims for Reliefs**

18 11. Plaintiff operates a hospital in Springerville, Arizona and entered into a  
 19 contract for insurance with Defendant on or about April 1, 2012.

20 12. Pursuant to the contract terms, defendant was required to pay for business  
 21 interruption loss occasioned by a covered loss as well as employee salary continuation  
 22 and property losses.

23 13. The Wallow Fire, the largest wildfire in the recorded history of the State  
 24 of Arizona, began on or about May 29, 2011 near Plaintiff's hospital.  
 25  
 26

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Phoenix, Arizona 85012

1           14.     On June 3, 2011 Plaintiff declared a state of emergency and implemented  
2 a disaster plan as smoke levels exceeded hazardous levels causing substantial property  
3 damage and ongoing damage to the Plaintiff's business operations resulting from the  
4 emergency and loss of revenues.

5           15.     Plaintiff's business remained closed from June 3, 2011 until June 13,  
6 2011 and received its first admission on June 15, 2011.

7           16.     From June 3, 2011 until the fire was contained the hospital incurred  
8 smoke and other physical property damage as a result of the fire.  
9

10          17.     As a result, of the devastation caused by the Wallow fire, Plaintiff  
11 continued to suffer significant reduction to business revenues through at least April 30,  
12 2012.

13          18.     The contract for insurance between Plaintiff and Defendant provides  
14 coverage for the reduced revenue caused by the fire.

15          19.     In addition to the loss in revenue, Plaintiff suffered payroll losses resulting  
16 from the shutdown and evacuation of the town of Springerville, Arizona and the  
17 discharge of hospital employees.  
18

19          20.     Plaintiff's employees were forced to consume paid time off benefits  
20 instead of continuation in payroll.

21          21.     The contract for insurance provides for salary continuation benefits  
22 resulting from a covered loss.  
23

24          22.     On July 7, 2011 Plaintiff sent initial loss documentation to defendant  
25 notifying defendant of the impending claim.  
26

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1           23.     Throughout the next 12 months, Plaintiff continued to send defendant  
2 updated loss documentation calculated from the business income loss sustained by  
3 Plaintiff and caused by the fire.

4           24.     Plaintiff provided timely notice and evidence of physical damage to the  
5 hospital.

6           25.     Defendant made interim, partial, and sporadic payments for this claim  
7 only after Plaintiff made repeated demands for payment.  
8

9           26.     Defendant failed to fully compensate Plaintiff for the salary continuation  
10 losses, business interruption losses and other losses.

11           27.     To date, Defendant has paid only partial coverage for a documented loss  
12 that exceeds \$1 million dollars.

13           28.     On or about June 3, 2012 Defendant issued a partial denial letter for  
14 further payments for Plaintiff's losses caused by the Wallow Fire and failed to provide  
15 any reasonable explanation for their decision to deny full coverage.  
16

17           29.     The hospital made repeated efforts to resolve the demand for insurance  
18 reimbursement.

19           30.     On March 29, 2013 the Hartford provided written partial explanation of its  
20 denial but has never provided any accounting or response to other demands such as  
21 payroll losses.  
22

23           31.     The hospital has worked diligently and reasonably to cooperate with  
24 Defendant including but not limited to payment of all premiums on the contract of  
25 insurance.  
26

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341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012

**COUNT I**  
**(Breach of Contract)**

32. Plaintiff re-alleges and incorporates by reference all of the allegations and paragraphs of this pleading as if fully set forth herein.

33. Defendant's failure to timely make payment for the covered losses payments violates the contract for insurance and is a material breach of contract.

34. As a result of the breach Plaintiff has sustained substantial and irreparable harm resulting from Defendant's breach of contract bringing the Plaintiff to the brink of closure.

35. The full amount of Plaintiff's damages will be determined by the fact finder.

**COUNT II**  
**(First Party Bad Faith)**

36. Plaintiff re-alleges and incorporates by reference all of the allegations and paragraphs of this pleading as if fully set forth herein.

37. Defendant denied full payment of the claim without a reasonable basis for doing so even after receiving an accounting of the full extent of Plaintiff's loss and all supportive documentation.

38. Defendant has continually delayed payment of the full amount of compensation owed to the Plaintiff for its covered loss.

39. Defendant knew it acted without a reasonable basis in denying full payment and delaying interim payments for this claim.

40. Defendant failed to perform an adequate investigation and evaluation of this claim in support of their denial of full payment and delay of interim payments

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 341 E. Camelback Rd., Ste. 100  
 Phoenix, Arizona 85012

1           41. Defendant failed to timely notify the Plaintiff of denial of payment instead  
 2 falsely represented that it would make additional payment aggravating the damages.

3           42. Plaintiff has sustained substantial and irreparable harm resulting from  
 4 Defendant's breach. The uncompensated loss and delay of interim payments resulted in  
 5 decreased cash flows. Defendant's delay in payment brought the hospital to the brink of  
 6 closure in a critically underserved health care region.

7           43. Defendant caused damages to Plaintiff in the amount to be determined at  
 8 trial including treble damages as allowed by law.  
 9

10                           **COUNT III**  
 11                           **(Unjust Enrichment)**

12           44. Plaintiff re-alleges and incorporates by reference all of the allegations and  
 13 paragraphs of this pleading as if fully set forth herein.

14           45. Plaintiff entered into an express contract for insurance with Defendant

15           46. Defendant received the benefit of Plaintiff's payment of the policy  
 16 premiums for the policy period in exchange for the agreement to provide insurance  
 17 coverage as defined in the policy.

18           47. Defendant failed to fully compensate the Plaintiff for its covered loss and  
 19 wrongfully delayed interim payments.  
 20

21           48. It is inequitable and unconscionable that Defendant would receive the  
 22 benefit of Plaintiff's payment of the policy premiums without providing the full amount  
 23 of insurance coverage Plaintiff is entitled to pursuant to the contract for insurance.

24           49. Defendant unjustly enriched itself by accepting the Plaintiff's policy  
 25 premiums and failing to provide the full insurance coverage as described in the  
 26 insurance contract.

**COUNT IV  
(Punitive Damages)**

50. Plaintiff re-alleges and incorporates by reference all of the allegations and paragraphs of this pleading as if fully set forth herein.

51. Defendant knew that the contract for insurance required them to pay additional compensation to Plaintiff in accordance with the contracts terms

52. Instead of honoring the contract and providing coverage Defendant acted to serve its own selfish private financial and other interests.

53. Defendant delayed interim payments causing Plaintiff to experience a cash flow crisis and only releasing interim funds when Plaintiff was on the brink of closure

54. Delaying interim payments and outright refusal to honor the contract for insurance

55. The delay of interim payments and denial of full payment for this claim was aggravated, outrageous and malicious because Defendant understood the drastic affect the denial and delay of interim payments of this claim would have on Plaintiff's business operations.

56. Defendant's intentional delay and misrepresentation that full coverage would be provided is an aggravating factor.

57. Plaintiff is entitled to punitive damages.

**PRAYER FOR RELIEF**

Wherefore Plaintiff prays for the following relief:

1. Monetary damages resulting from the lost profits, revenues and damage to credit reputation associated with defendant's breach of contract;

2. Unpaid benefits under the terms of the insurance policy;



1           3.     Reasonable attorney's fees and costs of suit;

2           4.     Punitive damages for Defendant's willful and outrageous conduct in an  
3 amount to be determined at trial;

4           5.     Any and all other amounts allowed pursuant to the insurance policy;

5           6.     For such other and further relief as the Court deems just and proper.

6           Dated this 4 day of June, 2013.

7  
8                                   KENT LAW GROUP PLLC

9  
10                               By David J. Klink  
11                               Kimberly A. Kent  
12                               David J. Klink  
13                               341 E. Camelback Road, Suite 100  
14                               Phoenix, Arizona 85012  
15                               Attorneys for Plaintiff

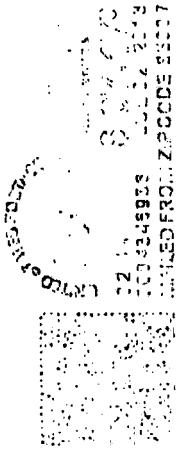
KENT LAW GROUP PLLC  
341 E. Camelback Rd., Ste. 100  
Phoenix, Arizona 85012



ARIZONA DEPARTMENT OF INSURANCE  
2910 North 44<sup>th</sup> Street, Suite 210  
Phoenix, Arizona 85018-7269



HARTFORD CASUALTY INS CO  
CT CORPORATION  
2390 EAST CAMELBACK RD  
PHOENIX AZ 85016  
CV2013117

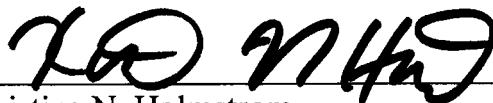


**DECLARATION**

Kristina N. Holmstrom, upon her oath, states as follows:

1. I am an attorney in the law firm of Lewis and Roca LLP and am one of the attorneys representing the defendant in this matter.
2. On July 24, 2013, paralegal Michell Denman, of my office and under my supervision, reviewed and printed the Superior Court docket.
3. Exhibit A consists of true and complete copies of all pleadings and other documents filed in the state court proceeding entitled, White Mountain Communities Hospital, Inc., d/b/a White Mountain Regional Medical Center v. Hartford Casualty Insurance Company, Apache County Superior Court, CV2013-117.
4. I declare under penalty of perjury that the foregoing is true and correct.

DATED this 25th day of July, 2013.

  
\_\_\_\_\_  
Kristina N. Holmstrom